

# County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://cao.co.la.ca.us

## **REVISED**

May 17, 2005

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF SUCCESSOR MEMORANDA OF UNDERSTANDING FOR BARGAINING UNITS 601, FIRE FIGHTERS, AND 602, SUPERVISORY FIRE FIGHTERS (3-VOTES)

#### IT IS RECOMMENDED THAT YOUR BOARD:

- Approve the successor Memoranda of Understanding for Bargaining Units 601 and 602.
- 2. Approve related changes for non-represented fire fighter personnel, as described herein.
- 3. Adopt the accompanying ordinance amending Title 5 and Title 6 of the Los Angeles County Code to implement the changes recommended herein.

#### PURPOSE OF THE RECOMMENDED ACTION

Negotiations with Units 601 and 602 have been completed. The parties recognize that since January 1, 2003 the term of the MOU for Bargaining Units 601 and 602 was extended, by mutual consent, on a month to month basis through December 31, 2004. The successor Memoranda of Understanding for Bargaining Units 601 and 602 have been ratified by the employee organization for a three-year term covering the period of January 1, 2005, through December 31, 2007, with a limited economic re-opener from April 1 through May 30, 2006.

#### Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal of Workforce Excellence by resolving workplace issues while maintaining financial responsibility.

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#### FISCAL IMPACT/FINANCING

The provisions of the successor agreement are within the parameters established by your Board. The County's pension actuary, Mellon, has advised that the proposed salary adjustments will have no negative impact on the funded status of the retirement system.

#### **FACTS AND PROVISIONS**

The successor MOUs provide salary increases of 3% (12 levels) on April 1, 2005, and 2% (8 levels) on December 1, 2005. Effective April 1, 2005, the Emergency Medical Technician (EMT) bonus will increase by 1.5%.

Further, effective April 1, 2005, a step will be added to the Hazardous Materials Specialist III and Supervising Hazardous Materials Specialist pay ranges to correct salary compression within the Hazardous Materials Specialist classification series. In addition, a step was added to the Fire Suppression Aid series' pay ranges. In addition, safety members will be provided with an annual \$1,000 uniform allowance, and Unit members will receive a one-time lump sum payment of \$2,500. Effective April 1, 2005, arson investigators will be provided with a shooting bonus.

Changes in holiday and vacation time accrual provisions for Fire Fighters were added to the MOUs and changes in County Code provisions are being recommended where appropriate. This includes the elimination of the current limits on the accumulation of unused sick leave and the restoration of sick leave to employees who previously forfeited the time due to exceeding the old limits. There would be no increase in the maximum sick leave time that may be paid off at termination of County service and no measurable increase in County cost. We are recommending that this change be extended to all County employees who earn sick leave.

Your Board previously approved salary adjustments for non-represented fire fighters of 2.5% on January 1, 2005, and 2.5% on January 1, 2006, subject to the same terms and conditions applicable to Board approved salary adjustments for other non-represented employees. Therefore, no further action is required with respect to general salary adjustments for these employees. However, we are recommending that management staff and other non-represented safety employees in the Fire Department receive uniform allowances and one-time only lump sum payments at amounts equal to or less than the amounts applicable to the represented employees, and that they be subject to the same changes in holiday and vacation accrual provisions. We are recommending a 3.5% EMT bonus for the non-represented safety group, and a command bonus for executive staff at the levels of Assistant Chief, Deputy Chief, and Chief Deputy equal to 3.5% after 24 years of service, and an additional 4% after 29 years of service. None of these changes would impact the position of Fire Chief. All of the changes are detailed in the accompanying ordinance.

No non-represented employee would receive any of these adjustments unless he or she has received a performance rating of "Competent" or better or, in the case of employees covered by the Management Appraisal and Performance Plan (MAPP) "Merit Performance" or better.

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# **CONCLUSION**

The accompanying MOUs and ordinance have been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN

Chief Administrative Officer

DEJ:JA AM:rld

**Attachments** 

c: Executive Officer, Board of Supervisors

County Counsel Auditor-Controller

BL - Fire Fighters - 05-17-05

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
FIRE FIGHTERS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17<sup>th</sup> day of May, 2005,

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County"), and the County Forester and Fire Warden

**AND** 

LOS ANGELES COUNTY FIRE FIGHTERS, LOCAL 1014, IAFF, AFL-CIO

# ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 5, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on January 1, 2005. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on December 31, 2007.

MEMORANDUM OF UNDERSTANDING FOR JOINT SUBMISSION TO BOARD OF SUPERVISORS REGARDING THE SUPERVISORY FIRE FIGHTERS EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 17<sup>th</sup> day of May, 2005,

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